

E-Filed 5/13/2011

DLA PIPER US LLP
ROY K. MCDONALD, Bar No. 193691
roy.mcdonald@dlapiper.com
STEVE CHIARI, Bar No. 221410
stephen.chiari@dlapiper.com
DAVID M. DOYLE, Bar No. 233439
david.doyle@dlapiper.com
555 Mission Street, Suite 2400
San Francisco, CA 94105
Tel: 415.836.2500
Fax: 415.836.2501

HAGAN NOLL & BOYLE LLC
CHAD M. HAGAN (*pro hac vice*)
chad.hagan@hnbllc.com
CHRISTINE D. HAGAN (*pro hac vice*)
christine.hagan@hnbllc.com
Two Memorial City Plaza
820 Gessner, Suite 940
Houston, Texas 77024
Tel: 713.343.0478
Fax: 713.758.0146

Attorneys for Plaintiffs
DISH NETWORK L.L.C., ECHOSTAR
TECHNOLOGIES L.L.C. and
NAGRASTAR L.L.C.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

DISH NETWORK L.L.C., a Colorado
Limited Liability Company, ECHOSTAR
TECHNOLOGIES L.L.C., a Texas Limited
Liability Company, and NAGRASTAR
L.L.C., a Colorado Limited Liability
Company,

Plaintiffs,

v.

SatFTA aka SERGEI ALEX ALEXEYEV,

Defendant.

CASE NO. 08 CV 01561 JF (PSG)

~~[AMENDED PROPOSED]~~ PERMANENT
INJUNCTION AGAINST DEFENDANT

~~[AMENDED PROPOSED]~~ PERMANENT INJUNCTION

1 This Court, having determined that a permanent injunction should issue against
 2 Defendant for the reasons set forth in the Court's Order Granting Summary Judgment Against
 3 Defendant (Dkt. No. 53), hereby **ORDERS** that:

4 (1) Defendant and any of his officers, agents, servants, employees, and those acting in
 5 active concert or participation with him who receive actual notice of this Order are
 6 **PERMANENTLY ENJOINED** from engaging in the following conduct:

- 7 a. Knowingly and willfully making or maintaining or assisting in the making
 8 or maintaining of an unauthorized connection or connections, whether
 9 physically, electrically, electronically, or inductively, to DISH Network's
 10 encrypted satellite signal, or any other component of DISH Network's
 11 encrypted satellite signal, or to a cable, wire, or other media, or receiver
 12 that is attached to DISH Network's satellite signal, DISH Network's
 13 satellite system, DISH Network's conditional access system ("CAS"), or
 14 any part or component thereof (collectively "DISH Network's Satellite
 15 Signal or Security System");
- 16 b. Knowingly and willfully purchasing, possessing, attaching, causing to be
 17 attached, or maintaining or assisting in the purchasing, possessing,
 18 attaching, causing to be attached, or maintaining of the attachment of any
 19 unauthorized device or devices to any cable, wire, or other component of
 20 DISH Network's Satellite Signal or Security system, or to a cable, wire, or
 21 other media, or receiver that is attached to DISH Network's Satellite
 22 Signal or Security System;
- 23 c. Knowingly and willfully making or maintaining or assisting in the making
 24 or maintaining of any modification or alteration to any device installed
 25 without the authorization of DISH Network for purposes of using said
 26 device to intercept or decrypt DISH Network's Satellite Signal or
 27 circumvent DISH Network's Security System;

- 1 d. Knowingly and willfully making or maintaining any modifications or
2 alterations or assisting in the making or maintaining of any modifications
3 or alterations to any access device that authorizes services intended to
4 obtain DISH Network's Satellite Signal or any DISH Network service;
- 5 e. Knowingly and willfully obtaining or assisting in the obtaining of any
6 unauthorized access device and/or using or assisting in using any
7 modified, altered, or unauthorized access device intended to obtain DISH
8 Network's Satellite Signal or any DISH Network service;
- 9 f. Knowingly and willfully manufacturing, importing, assembling,
10 distributing, selling, offering to sell, possessing, advertising for sale, or
11 otherwise providing or assisting in manufacturing, importing, assembling,
12 distributing, selling, offering to sell, possessing, advertising for sale or
13 otherwise providing any device, plan or kit for a device or for a printed
14 circuit, designed in whole or in part to decode, descramble, intercept, or
15 otherwise make intelligible any encoded, scrambled, or otherwise
16 nonstandard signal broadcasted by DISH Network's Satellite Signal or
17 carried by DISH Network's services;
- 18 g. Intercepting, without authorization, or assisting others in intercepting, any
19 interstate or foreign communication broadcasted by DISH Network's
20 Satellite Signal or carried by DISH Network's services;
- 21 h. Knowingly and willfully making or maintaining an unauthorized
22 connection or connections, whether physically, electrically, or inductively
23 to a television set or to other equipment designed to receive television
24 broadcast or transmission for the purpose of intercepting, receiving, or
25 using any program or other service carried by DISH Network which
26 Defendant is not authorized to receive or use;
- 27 i. Knowingly and willfully purchasing, possessing, attaching, causing to be
28 attached, assisting other in or maintaining the attachment of any

1 unauthorized device or devices to a television set or to other equipment
2 designed to receive a television broadcast or transmission for the purpose
3 of intercepting, receiving, or using any program or other service carried by
4 DISH Network which Defendant is not authorized to receive or use;

5 j. Knowingly and willfully making or maintaining any modification or
6 alteration to any device installed with the authorization of DISH Network
7 for the purpose of intercepting, receiving, or using any program or other
8 service carried by DISH Network which Defendant is not authorized to
9 receive or use;

10 k. Circumventing, or assisting others in circumventing, DISH Network's
11 CAS;

12 l. Manufacturing, importing, offering to the public, providing, or otherwise
13 trafficking in any technology, product, service, device, component, or part
14 thereof, that:

15 (i) is primarily designed or produced for the purpose of circumventing
16 DISH Network's CAS;

17 (ii) has only limited commercially significant purpose or use other
18 than to circumvent DISH Network's CAS, or

19 (iii) is marketed by Defendant or another acting in concert with
20 Defendant with Defendant's knowledge for use in circumventing
21 DISH Network's CAS;

22 m. Manufacturing, importing, offering to the public, providing, or otherwise
23 trafficking in any technology, product, service, device, component, or part
24 thereof, that:

25 (i) is primarily designed or produced for the purpose of circumventing
26 a technological measure that effectively protects the programming
27 broadcast by DISH Network from unauthorized copying and/or
28 distribution,

(ii) has only limited commercially significant purpose or use other than to circumvent a technological measure that effectively protects the programming broadcast by DISH Network from unauthorized copying and/or distribution, or

(iii) is marketed by Defendant or another acting in concert with Defendant with Defendant's knowledge for use in circumventing a technological measure that effectively protects the programming broadcast by DISH Network from unauthorized copying and/or distribution;

n. Reverse engineering or assisting in the reverse engineering of DISH Network's CAS, or any portion thereof; and

o. Distributing or publishing or assisting in the distributing or publishing to any third party, without Plaintiffs' prior written consent, information, instructions, descriptions, diagrams, or illustrations regarding DISH Network's Security System or any portion thereof.

(2) This Permanent Injunction takes effect immediately.

(3) Should Defendant breach any part of this Permanent Injunction he shall be subject to damages ~~in the amount of~~ of up to \$110,000 for each such breach or violation, which is the maximum statutory damages permitted per violation under 47 U.S.C. § 605(e)(3)(C)(i)-(ii). For purposes of assessing damages under this section, each "device, product, file, technology or part or component thereof" that is distributed by Defendant or others acting in active participation or concert with Defendant in violation of this Permanent Injunction shall constitute a separate and discrete violation. In the case of any software, firmware or other file distributed or posted by Defendant or others acting in active participation or concert with Defendant, each time that software, firmware, or other file is downloaded by an end-user shall constitute a separate and discrete violation for purposes of quantifying damages set forth in this section.

1 IT IS SO ORDERED.

2
3 DATED: May 13, 2011

4 
JEREMY FOGEL
United States District Judge